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COMPROMISE SETTLEMENT AGREEMENT, RELEASE, AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
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WHEREAS, Plaintiff has alleged that Beavers was owned and or operated by Defendants, Daniel Joseph Fangman, Behrooz Sadigh-Pour, A/k/a Barry Sadigh Pour Behrooz, and Roozi, Inc.

WHEREAS, Plaintiff instituted the captioned cause against Defendants, seeking to recover damages arising from the incident on or about January 20, 2008.

WHEREAS, good-faith disputes and controversies exist between the parties, both as to liability ownership and the amount thereof, if any, and because of these disputes and controversies, the parties desire to compromise and settle all claims and causes of action of any kind whatsoever which Plaintiff has or may have in the future arising from the incident on or about January 20, 2008, and intend that the full terms and conditions of the compromise and settlement be stated in this Agreement.

PROMISES AND WARRANTIES

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including, but not limited to, the recitals stated above, the parties agree as follows:

1. In return for the good and valuable consideration recited below, Plaintiff, KAREN SWYNDRO as Next Friend of AWS, a Minor Child, do hereby release and forever discharge Defendants, DANIEL JOSEPH FANGMAN, BEHROOZ SADIGH-POUR, a/k/a BARRY SADIGH POUR BEHROOZ, and ROOZI, INC, their successors, assigns, agents, servants, attorneys, employees, insurers, including, but not limited to, legal representatives, and all persons, natural or corporate, in privity with them or any of them, from any and all present and future claims or causes of action, whether now known or unknown, including, but not limited to, those in Plaintiff's pleadings, negligence, negligence *per se*, gross negligence, negligent entrustment, deceptive trade practices, strict liability, intentional tort, assault, battery, trespass, contribution, indemnity, and loss

of consortium, arising from the incident which forms the basis of this lawsuit and occurred on or about January 20, 2008, and settlement of this matter.

2. Also in return for the good and valuable consideration recited below, Plaintiff, KAREN SWYNDRO as Next Friend of AWS, a Minor Child, promise and warrant that (a) no person or entity besides Plaintiff has a direct claim, derivative claim, future claim, or cause of action of any kind, including, but not limited to, those in Plaintiff's pleadings, negligence, negligence *per se*, gross negligence, negligent entrustment, deceptive trade practices, strict liability, intentional tort, assault, battery, trespass, contribution, indemnity, and loss of consortium, arising from the incident which forms the basis of this lawsuit and occurred on or about January 20, 2008, and settlement of this matter; (b) no person or entity has a right to recover any of the consideration paid to Plaintiff, KAREN SWYNDRO as Next Friend of AWS, a Minor Child, and (c) there are no liens of any kind, including, but not limited to, hospital liens, worker's compensation liens, and/or Medicaid/Medicare liens, arising from the incident which forms the basis of this lawsuit and occurred on or about January 20, 2008.

3. Also in return for the good and valuable consideration recited below, Plaintiff, KAREN SWYNDRO as Next Friend of AWS, a Minor Child, do hereby agree and promise to indemnify and hold harmless Defendants, DANIEL JOSEPH FANGMAN, BEHROOZ SADIGH-POUR, a/k/a BARRY SADIGH POUR BEHROOZ, and ROOZI, INC, and their agents, servants, attorneys, employees, insurers, including, but not limited to, all persons, natural or corporate, in privity with them or any of them, from and against any and all claims, demands, or causes of action of any nature whatsoever, including, but not limited to, those in Plaintiff's pleadings, negligence, negligence *per se*, gross negligence, negligent entrustment,

deceptive trade practices, strict liability, intentional tort, assault, battery, trespass, contribution, indemnity, and loss of consortium, as well as any claims by any medical providers or claims to enforce or collect hospital liens, worker's compensation liens, and/or Medicaid/Medicare liens, and to pay any and all costs, including, but not limited to, attorney fees incurred in defense of any claim, demand, or cause of action that any person, firm, corporation, or entity has or may have arising out of or resulting from the incident which forms the basis of this lawsuit and occurred on or about January 20, 2008, this Agreement, or the settlement of this matter.

4. In consideration of Plaintiff's promises, agreements, and warranties set forth in this Agreement, Defendants agrees to pay \$10,000.00 to Plaintiff, KAREN SWYNDRO as Next Friend of AWS, a Minor Child, as follows:

- 1) Payment of the \$10,000 will be made in monthly payments of \$500.00 each beginning on December 1, 2011;
- 2) The payments will be made to Mike Warner as attorney of record for KAREN SWYNDRO, as next friend of AWS, a Minor Child and payable to "KAREN SWYNDRO, as guardian of the minor child."

5. All parties to this Agreement do hereby agree that the validity, construction, operation, and effect of this Agreement shall be governed by the laws of Texas.

6. The parties agree that this Agreement is a complete integration of the entire Compromise Settlement Agreement, Release, and Indemnification and Hold Harmless Agreement between the parties and that no agreement may change, modify, or terminate this Agreement in whole or in part unless it is in writing and duly signed after the execution of this Agreement by the

person against whom enforcement of the change, modification, or termination is sought.

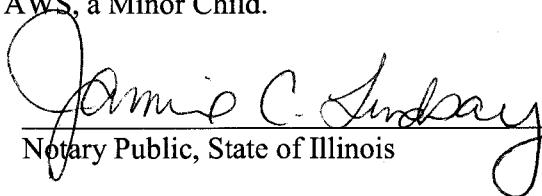
7. The terms and amount of this settlement agreement shall not be reported, disclosed, or otherwise made available to any legal publications or any periodical magazine.

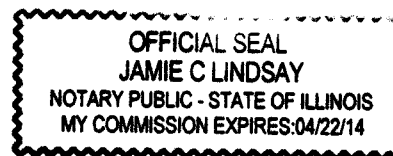
DATED this 21 day of OCTOBER, 2011.


KAREN SWYNDRO as Next Friend of AWS, a
Minor Child

STATE OF ILLINOIS §
 §
COUNTY OF Grundy §

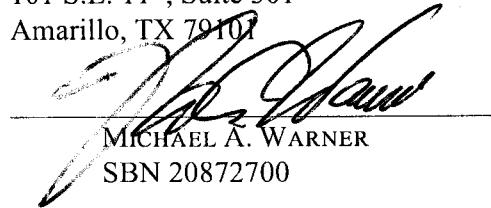
This instrument was acknowledged before me on this 21st day of October, 2011,
by KAREN SWYNDRO as Next Friend of AWS, a Minor Child.


Notary Public, State of Illinois



APPROVED:

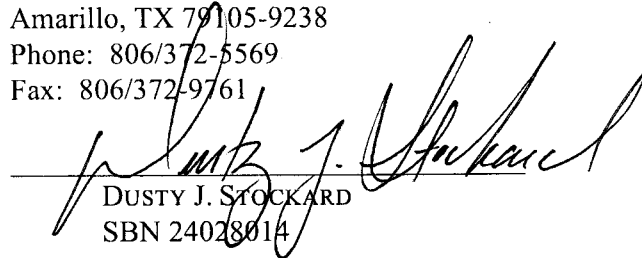
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